

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 14, 2004

Division: Public Safety

Bulk Item: Yes X No

Department: Emergency Communications

AGENDA ITEM WORDING: Approval of License Agreement with Metro PCS California/Florida, Inc. for lease of surplus antenna tower space on the County owned communications tower located in Stock Island.

ITEM BACKGROUND: Metro PCS California/Florida, Inc. is expanding their wireless service and has requested to lease surplus antenna tower space on the County owned communications tower located in Stock Island . Metro PCS, Inc. has agreed to enter into a five year license agreement for an annual fee of \$25,000.00, with an annual increase of 4%.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: This is a new agreement

STAFF RECOMMENDATIONS: Approval

TOTAL COST: N/A **BUDGETED:** Yes No N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes X No **AMOUNT PER YEAR** \$25,000.00 + 4%

APPROVED BY: County Atty YES OMB/Purchasing YES Risk Management YES Annual Increase

DEPARTMENT DIRECTOR APPROVAL: G. Norm Leggett

DIVISION DIRECTOR APPROVAL: James R. "Reggie" Paros 8/27/2004

DOCUMENTATION: Included To Follow X Not Required

DISPOSITION:

AGENDA ITEM # C14

LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and entered into this _____ day of _____, 2004, by and between MONROE COUNTY, FLORIDA, whose address is 500 Whitehead Street, Key West, Florida 33040 (hereinafter referred to as "COUNTY") and METROPCS CALIFORNIA/FLORIDA, INC. (hereinafter referred to as "LICENSEE").

COUNTY is the owner of certain real property (the "Real Property"), improved with a guyed communications tower and communications equipment facility located at 5525 College Rd., Key West, Florida (Latitude 24° 34' 29.3', Longitude 81° 45' 08.1"), Legal Description (STOCK ISLAND: RE72080.000101, SECTION 27, TOWNSHIP 67, RANGE 25, PARCEL OF FILLED BAY BTM (NORMAN ISLAND)) -hereinafter referred to as Facility. COUNTY is willing to grant to LICENSEE, individual tower space designated at 120 feet and related ground space, not to exceed 150 square feet as more particularly described in Exhibit A, for equipment, subject to the terms and conditions set forth below. The Ground Space and the Tower Space are collectively referred to as the "Premises". In consideration of the foregoing premises, and the MetroPCS California/Florida, Inc. proposal (Exhibit "B") and the license fees and mutual covenants contained herein, the parties agree as follows:

1. COUNTY hereby grants a license to LICENSEE, and LICENSEE accepts the right to use such a license from COUNTY, the Premises, subject to the terms and conditions of this License Agreement. LICENSEE equipment in the Ground Space, shall be located as reflected in Exhibit "A", incorporated herein by reference. This License Agreement and LICENSEE's obligations hereunder are contingent upon the LICENSEE receiving all permits, approvals and certificates necessary and completing construction of the Antenna and Ground Equipment as proposed by the LICENSEE in the attached proposal and plans. LICENSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental to the communication facility, consisting of the placement of wireless communications equipment, mounting of antennas, and installation of coaxial cables (between the Wireless equipment and the antennas), electrical utility service and fiber optic or telephone cables. Prior to construction or installation of any equipment, whether in the Ground Space or on the Tower, LICENSEE shall obtain written approval, signed by the County's Director of Communications, of the specific construction or installation placement within the premises licensed hereunder. COUNTY also grants to LICENSEE, non-exclusive right for ingress and egress, on foot or motor vehicle, including trucks, to the Premises and adjacent parking areas, and associated common areas seven (7) days a week, twenty-four (24) hours a day, including normal business hours, for installation, maintenance and operation, all at LICENSEE'S sole expense, of the Communications Facility, including the installation and maintenance of utility wires, cables, conduits and pipes over, under or along said right of way. LICENSEE acknowledges that this is a secured facility and may require COUNTY escort to various areas within the facility. COUNTY shall cooperate with LICENSEE in its effort to obtain utility service along said right of way by signing such documents or easements as may be required by utility companies. In the event any utility company is unable to use the right of way, the COUNTY agrees to grant additional right of way or easement as necessary. COUNTY

shall share any existing parking areas for use by LICENSEE adequate to meet the needs of LICENSEE.

2. LICENSEE must begin installation of its communications equipment on the Premises within one month and finish installation within three months of the date of issuance of the building permit. LICENSEE shall apply for building permits within 90 days of the execution of this Contract. LICENSEE shall provide COUNTY with written notice of the Commencement Date within ten (10) days preceding the commencement of construction by LICENSEE and which written notice shall become a part of this LICENSE AGREEMENT. From and after the commencement date, LICENSEE shall pay to COUNTY an annual license fee of Twenty Five Thousand Dollars U.S., (\$25,000.00), to be paid annually in advance plus any applicable sales tax, on the commencement date, should the commencement date not be on the first day of the month, the first month may be prorated. License fee shall be paid to the COUNTY at the address set forth above or such other person, firm or place as the COUNTY may designate in writing at least thirty (30) days in advance of any license fee payment date. License fee will be adjusted annually by a four (4%) per cent increase.

3. This LICENSE AGREEMENT shall be for an initial term of five (5) years, subject to the terms and conditions set forth in this LICENSE AGREEMENT. LICENSEE shall have the option to extend this LICENSE AGREEMENT for three (3) additional five (5) year terms, and such extensions shall automatically occur unless LICENSEE provides COUNTY written notice of its intention not to extend this LICENSE AGREEMENT at least six (6) months prior to the end of the then current license fee term. If at the end of the second (2nd) five (5) year extension term, this LICENSE AGREEMENT has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this LICENSE AGREEMENT shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.

4. LICENSEE shall use and occupy only that portion of the ground space, Tower and antenna locations as originally proposed in the attached proposal and plans. LICENSEE shall bear all costs of permitting and construction costs associated with the attached proposal and plans. Notwithstanding anything to the contrary, LICENSEE may upgrade its installation without the consent of the COUNTY. For the purpose of this paragraph, "Upgrade" means improvements or enhancements to the installation which would not affect the structural integrity or windloading of the tower; not increase the amount of leased space on the ground or on the tower; would have a de minimis effect on the aesthetics; and would not otherwise require a permit. However, should the COUNTY determine that the purported upgrade does affect the structural integrity or windloading of the tower, increases the amount of leased space on the ground or on the tower, would have more than a de minimis effect on the aesthetics, or would require a permit, COUNTY may issue a STOP WORK Order, at which time all activity to upgrade the

LICENSEE installation shall cease, and the parties shall work together to resolve the issues. COUNTY and LICENSEE agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

5. LICENSEE shall prepare, at its expense, all necessary drawings and specifications for the installation of LICENSEE'S telecommunications equipment, which County's Director of Communications shall have the right to approve, such approval not to be unreasonably withheld or delayed. COUNTY shall have been deemed to have approved the drawings and specifications if COUNTY has not delivered written objections to LICENSEE within ten (10) business days of COUNTY's receipt of such drawings and specifications. This approval is not a substitute for building permit, which may be required by County Code Chapters 6 and 9.5. In addition, LICENSEE shall have the right to file any applications for certificates, permits and other approvals that may be required by any federal, state or local authorities. COUNTY agrees to cooperate, in a timely manner, with LICENSEE in its efforts to obtain such approvals with the appropriate authorities and to address in a timely manner any written objections to the drawings and specifications and if parties, acting reasonably, cannot resolve such objections, either party shall have the right to terminate this LICENSE AGREEMENT.

6. LICENSEE shall be responsible for all costs and expenses relating to the provision of electrical service to its communications equipment. LICENSEE'S electrical service shall be separately metered and LICENSEE shall be responsible for the cost of installation of such meter.

7. LICENSEE agrees to install radio equipment of a type and frequency which will not cause interference with COUNTY'S or Other existing antennas and equipment on the Tower at the time of such installation. All disputes regarding interference whether caused by the COUNTY, LICENSEE or other tenant(s) and/or user(s) of the Tower and Building shall be resolved pursuant to the terms and provisions of that certain interference agreement attached hereto as Exhibit "I" (the "Interference Agreement"). COUNTY agrees that prior to allowing any additional tenant(s) or user(s) to collocate on the Tower and in the building, such tenant or user must join in and agree to be bound by the Interference Agreement.

8. LICENSEE does hereby agree that this Agreement is non-exclusive and that the COUNTY may license future additional wireless antennas or equipment for the purpose of wireless communications on the tower provided that the new licensees' antennas do not conflict with COUNTY's or other tower users' antennas and equipment identified in the attached Exhibit "T," and that the structural capacity of the Tower, whether existing or modified by LICENSEE, is sufficient based on standard and accepted engineering practices.

9. COUNTY acknowledges that it is aware of its obligations under Section 303 of the Communications Act of 1934 (47 U.S.C. 303) to maintain the painting and illumination of the tower as prescribed by the Federal Communications Commission ("FCC"). COUNTY further acknowledges that it is aware that it is subject to forfeitures assessed by the FCC for violations of such rules and requirements. COUNTY further acknowledges that it, and not the LICENSEE, shall be responsible for compliance with all tower and building markings and lighting requirements which may be required by the Federal Aviation Administration ("FAA") or the FCC, but allows LICENSEE the right to monitor the tower lighting systems on the premises. Subject to the limitations set by Florida Statutes 768.28, COUNTY shall indemnify and hold harmless LICENSEE from any fines or other liabilities caused by the COUNTY's failure to comply with the requirements of the FAA or FCC.

10. Throughout the term of this LICENSE AGREEMENT and any extensions, COUNTY shall keep and maintain in good order, condition and repair the Real Property, Building and Tower. LICENSEE shall provide its reasonable cooperation to COUNTY in connection with COUNTY's maintenance and repair of the same; provided, however, LICENSEE shall not be required to remove its wireless telephone equipment, antennas and/or coaxial transmission lines or related equipment from the Premises in connection therewith, unless required by law.

11. LICENSEE covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the LICENSEE utilizing the property governed by this license agreement. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

12. LICENSEE shall procure and maintain the following insurance:

12 (a). Prior to the commencement of work governed by this license agreement, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the license agreement and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blankets Contractual Liability
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be \$300,000.00 Combined Single Limit (CSL). If split limits are provided, the minimum limits acceptable shall be: \$100,000.00 per Person, \$300,000.00 per Occurrence and \$50,000.00 Property Damage.

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

12. (b). Prior to the commencement of work governed by this license agreement, the contractor shall obtain All Risk Property Insurance (to include the perils of Flood and Wind) with limits no less than the Replacement Cost Value of the property leased or rented. Coverage shall be maintained throughout the life of the license agreement and include, as a minimum, liability coverage for: Fire, Lightning, Vandalism, Sprinkler Leakage, Sinkhole Collapse, Falling Objects, Windstorm, Smoke, Explosion, Civil Commotion, Aircraft and Vehicle Damage and Flood.

The Monroe County Board of County Commissioners shall be named as Additional Insured and Loss Payee on all policies issued to satisfy the above requirements.

12 (c). Recognizing that the work governed by this license agreement requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the license agreement and include, as a minimum, liability coverage for:

Owned, Non-Owned and Hired Vehicles

The minimum limits acceptable shall be:

\$100,000.00 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$50,000.00 per Person
\$100,000.00 per Occurrence
\$25,000.00 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

12 (d). Prior to the commencement of work governed by this license agreement, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statue 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000.00 Bodily Injury by Accident
\$500,000.00 Bodily Injury by Disease, policy limits
\$100,000.00 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the license agreement.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

13. Subject to the limitations set by Florida Statute 768.28, COUNTY shall be responsible for the clean-up of any on-site hazardous waste existing prior to the date of this license agreement and for any damages, fines or penalties incurred because of the hazardous waste. COUNTY hereby indemnifies and holds LICENSEE harmless from any and all costs, expenses, actions, claims and damages to LICENSEE as a result of any contamination on the Real Property existing prior to the LICENSE AGREEMENT or hereafter caused by the COUNTY. LICENSEE will be responsible for any and all damages, losses, and expenses, and will indemnify COUNTY against and from, hazardous waste generated, stored, or disposed of solely as a result of LICENSEE's equipment and uses of the premises.

14. If the Tower should be totally or substantially destroyed or damaged (so that LICENSEE may not operate its facility as contemplated under this LICENSE AGREEMENT) so that rebuilding the Tower "as is" would not be economically feasible, as may be reasonably determined by COUNTY, LICENSEE may at its sole discretion terminate this LICENSE AGREEMENT or rebuild the Tower at its expense. If LICENSEE should elect to rebuild the Tower as provided for in this paragraph, then this Agreement shall recommence at that point in time as if this Agreement had just been approved by the parties hereto. In the event that due to such damage or destruction, LICENSEE's use of the premises is disrupted, license fee due hereunder shall abate in full pending restoration or repair of the premises or termination of this LICENSE AGREEMENT if permitted hereunder.

15. If the whole of the Real Property, Building and/or Tower or such portion thereof as will make the Premises unusable for the purposes herein, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and license fee shall be accounted for as between COUNTY and LICENSEE, as of that date. Any lesser condemnation shall in no way affect the

respective rights and obligations of COUNTY and LICENSEE hereunder. Nothing in this provision shall be construed to limit or affect LICENSEE's right to an award of compensation of any eminent domain proceeding for the taking of LICENSEE's leasehold interest hereunder.

16. Should LICENSEE fail to fulfill any of its covenants under this LICENSE AGREEMENT, County shall provide written notice of said default. Upon receipt of such default, LICENSEE shall cure or remedy said default within sixty days of said notice, or shall, within five business days thereof, give written notice to COUNTY that LICENSEE cannot reasonably cure or remedy the default, either at all, or within the 60 days. If additional time is reasonably required in order to cure said default, COUNTY shall not unreasonably withhold permission to cure the default with due diligence over such time as COUNTY may at that time specify. Should LICENSEE fail to cure or remedy said default, or give notice that it cannot reasonably do so, or the time allotted by COUNTY to extend the 60 day period shall expire, then this LICENSE AGREEMENT shall terminate. LICENSEE shall remove its property as required upon termination pursuant to the paragraph below. Notwithstanding anything to the contrary Licensee may terminate this Agreement without further obligation with 90 days notice.

17. LICENSEE, shall, within ninety (90) days after the termination of this LICENSE AGREEMENT, remove its personal property and fixtures and restore the Premises to its original condition, reasonable wear and tear excepted. If LICENSEE remains on the LICENSE AGREEMENT Premises after the termination of this Agreement, LICENSEE shall pay the license fee calculated on a pro-rata basis until such time as the removal of personal property and fixtures are completed.

18. LICENSEE may not assign or transfer its rights hereunder at any time, without the written approval of Monroe County except to LICENSEE's principal, affiliates or subsidiaries of its principal or to any company upon which LICENSEE is merged or consolidated. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the County.

19. COUNTY covenants that COUNTY is seized of good and sufficient title and interest to the Premises and has full authority to enter into and execute this LICENSE AGREEMENT. COUNTY further covenants that there are no other liens, judgments or impediments of title on the Real Property and that the Tower, Building and that the Real Property is in compliance with all applicable laws.

20. LICENSEE, at LICENSEE's option and expense, may record this LICENSE AGREEMENT and obtain title insurance on the Premises and/or Real Property. COUNTY, shall cooperate with LICENSEE's efforts to obtain such title insurance policy by executing documents or, obtaining requested documentation as required by the title insurance company.

21 COUNTY covenants that LICENSEE, on paying the license fee and performing it's obligations under this agreement will peaceably and quietly have, hold and enjoy the Premises and all other rights granted herein.

22. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed to each party as follows:

LICENSOR; Monroe County Communications Department
Director of Communications
10600 Aviation Boulevard
Marathon, Florida 33050

Monroe County
County Attorney
P.O. Box 1026
Key West, Florida 33041-1026

LICENSEE; MetroPCS California/Florida, Inc., 1401 NW 136th Avenue, Suite 304, Sunrise, FL 33323, Attention: Michael Haggerty with a copy to MetroPCS California/Florida Inc., 8144 Walnut Hill Lane, Suite 800, Dallas, TX. 75231

23. This LICENSE AGREEMENT shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

24. This LICENSE AGREEMENT may be executed in three (3) counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same LICENSE AGREEMENT.

25. This LICENSE AGREEMENT and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida.

26. In any action, proceeding or litigation arising out of this LICENSE AGREEMENT, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable costs incurred including reasonable attorney's fees for services rendered, including appellate proceedings and post judgment proceedings. Venue for any action arising under this Agreement must be in a court of competent jurisdiction in Monroe County, Florida.

27. This AGREEMENT constitutes the full agreement and understanding of both PARTIES.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals on the day and year first above written.

Signed, sealed and delivered in the presence of:

COUNTY:

MONROE COUNTY, FLORIDA,
a political subdivision of the
State of Florida

Print Name: _____

BY: _____

Print Name: _____

Print Name: _____

Title: _____

Signed, sealed and delivered in the presence of

LICENSEE:

Michael Haggerty

MetroPCS California/Florida, Inc.

Print Name: MICHAEL HAGGERTY

By: Frank Bell

Beatriz Ferrer

Printed Name: Frank Bell

Printed Name: Beatriz Ferrer

Title: VP / GM FLORIDA

STATE OF FLORIDA
COUNTY OF BROWARD

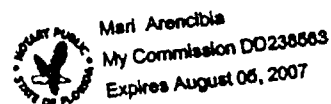
The foregoing instrument was acknowledged before me this 28th day of June
2004, by Frank Bell, the VP / GM FLORIDA of

METROPSCALIFORNIA/FLORIDA, INC. who
(check one) ☒ is personally known to be or () produced _____ as
identification

Notary Public Mari Arencibia
Printed Name: Mari Arencibia

My Commission Expires: August 5 2007
My Commission number is DD 238563

Notary Seal




ADDENDUM

METROPCS CALIFORNIA/FLORIDA, INC. (LICENSEE) understands and agrees, that at the execution of this License Agreement with Monroe County, Florida (COUNTY), Omnipoint Communications MB Operations, LLC., doing business as T-Mobile may require a one time fee of Twenty Thousand Dollars (\$20,000.00) to offset original construction costs, as noted in Paragraph 4 of the License Agreement between Monroe County, Florida and Omnipoint Communications MB Operations, LLC, dated April 8, 1998. METROPCS CALIFORNIA/FLORIDA, INC. (LICENSEE) shall be responsible for this fee and any related fee expenses.

Signed, sealed and delivered in the presence of

LICENSEE:


Print Name: Michael Haggerty

MetroPCS California/Florida, Inc.

By: 

Printed Name: Frank Bell



Printed Name: Andrew Lewis


Title: VP / GM Florida

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of June, 2004,
by Frank Bell, the VP / GM Florida of

METROPCS CALIFORNIA/FLORIDA, INC.

☒ who (check one)
(☒) is personally known to be or () produced _____ as identification

Notary Public 
Printed Name: Mari Arancibia

My Commission Expires: _____
My Commission number is _____

Notary Seal



Mari Arancibia
My Commission DD238663
Expires August 05, 2007

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals on the day and year first above written.

Signed, sealed and delivered in the presence of: COUNTY:

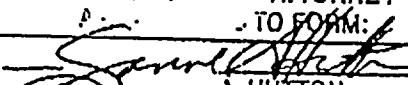
MONROE COUNTY, FLORIDA,
a political subdivision of the
State of Florida

Print Name: _____

BY: _____

Print Name: _____

Title: _____

MONROE COUNTY ATTORNEY
TO FORM:

S. A. HUTTON
COUNTY ATTORNEY
Print Name: Samuel A. Hutton

Signed, sealed and delivered in the presence of

LICENSEE:

Metro PCS

Print Name: _____

By: _____

Printed Name: _____

Title: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
2004, by _____, the _____ of

_____, who (check
one) () is personally known to be or () produced _____ as
identification

Notary Public _____
Printed Name: _____

My Commission Expires: _____
My Commission number is _____

Notary Seal

ATTACHMENT "I"
INTERFERENCE AGREEMENT

Attachment I

INTERFERENCE/CONFLICTS

LICENSEE shall, at it's own expense, maintain it's equipment on or attached to the Premises in a safe condition, in good repair and in a professional manner, suitable to Monroe County and in accordance to any County, State or Federal laws and regulations.

LICENSEE's equipment shall be installed and maintained in a manner so as not to conflict or interfere with Monroe County or any other entity utilizing the facility.

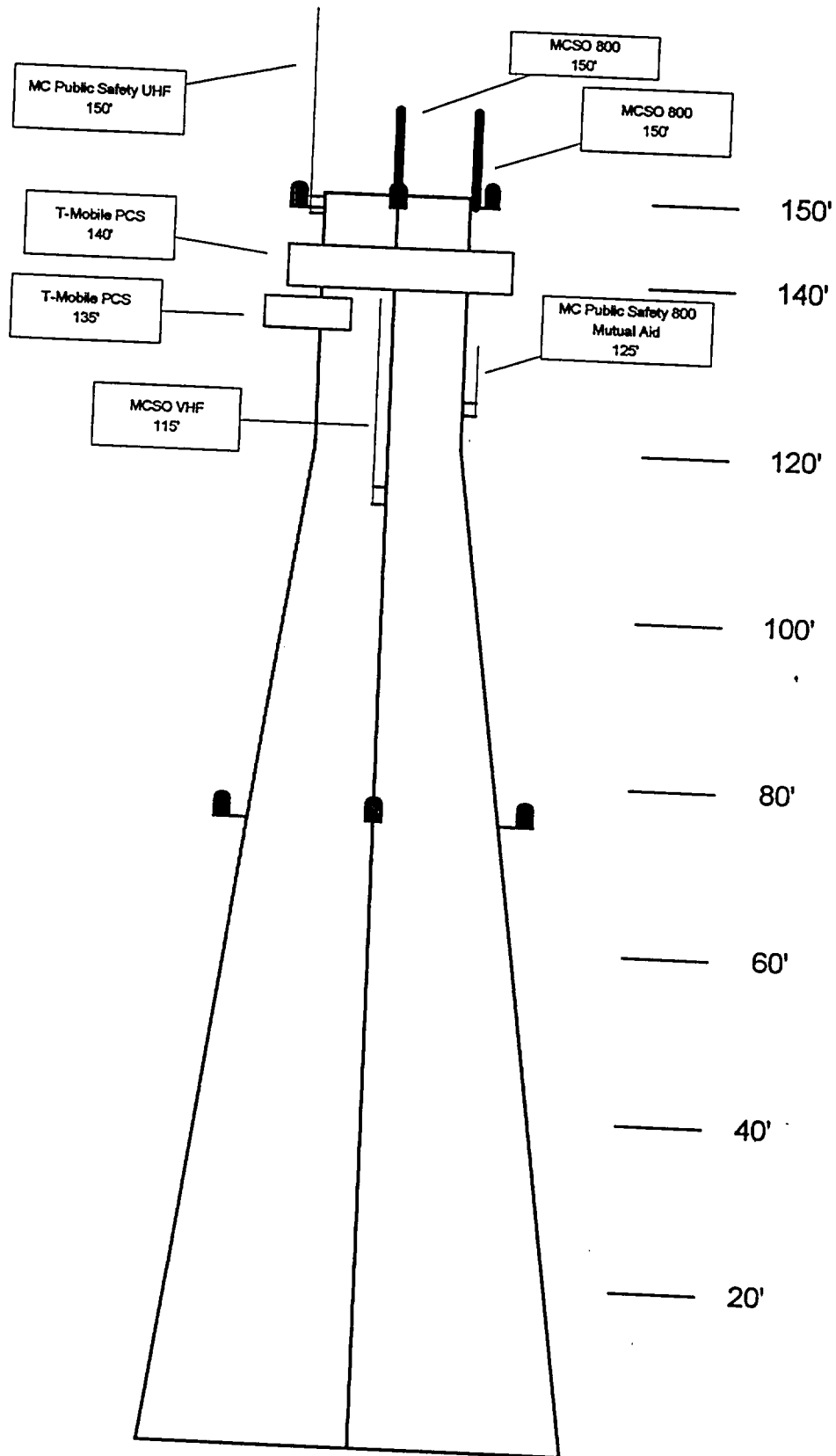
IN THE EVENT OF INTERFERENCE:

1. The entity being affected by the interference will notify the Monroe County Emergency Communications department.
2. The Monroe County Emergency Communications Department in joint participation with the entity being affected will respond within 24 hours to the facility and begin analysis of the problem.
3. Upon identification of the interference source, the responsible entity will be immediately contacted, followed with a written notice.
4. The licensee, LICENSEE or user responsible for the interference will within 24 hours begin all steps necessary to correct and eliminate the interference at their expense.
5. Should the interference not be minimized within 72 hours or eliminated within 30 days, Monroe County may elect to terminate this Agreement or correct the interference problem at the lessee's, LICENSEE's or user's expense.

LICENSEE has satisfied itself and hereby represents and warrants to Monroe County that no such obstruction or interference with transmitting or receiving shall result to Monroe County or other licensees, LICENSEEs or users located at the facility. LICENSEE agrees to indemnify, hold harmless and defend Monroe County against any damage, including attorney's fees, arising out of such obstruction or interference with respect to uses which are in effect as to the date of this Agreement.

ATTACHMENT "T"

Existing Tower Map



Stock Island SO Tower

EXHIBIT "A"

THE PREMISES

Antenna and Cable Specification

With Mounting Drawing

Ground Space Drawings

With Plans

MetroPCS Inc.

1401 NW 136th AVENUE
SUNRISE, FL. 33323

STOCK ISLAND (KY-8)

5525 COLLEGE ROAD
KEY WEST, FL 33040

LATITUDE 24°34'29.3"N, LONGITUDE 81°45'08.1"W

SITE

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VICINITY MAP

DRIVING DIRECTIONS

PROJECT DESCRIPTION

THIS IS AN INFORMATION FOR THE PURPOSES OF THE PROJECT. IT IS NOT A CONTRACT. THE PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE PROJECT. THE PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE PROJECT. THE PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE PROJECT.

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PROVIDED AND INSTALLED IN ACCORDANCE WITH THE LOCAL GOVERNING AGENCIES. THE PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE PROJECT. THE PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE PROJECT. THE PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE PROJECT.

APPLICANT/SEEKER

NAME: MetroPCS Inc.
ADDRESS: 1401 NW 136th Avenue
City: Sunrise, FL 33323

PROPERTY INFORMATION

ADDRESS: 5525 COLLEGE ROAD
City: KEY WEST, FL 33040
Parcel ID: 24-03-00-0000-0000-0000

PROJECT INFORMATION

PROJECT LOCATION: IN EXISTING LOT
PROJECT TYPE: ☐ NEW BUILDING
☐ RENOVATION
☐ REPAIRS

PROJECT SUMMARY

CIVIL ENGINEER:

NAME: MetroPCS Inc.
ADDRESS: 1401 NW 136th Avenue
City: Sunrise, FL 33323

STRUCTURAL ENGINEER:

N/A

ELECTRICAL ENGINEER:

NAME: MetroPCS Inc.
ADDRESS: 1401 NW 136th Avenue
City: Sunrise, FL 33323

SURVEYOR:

N/A

TOWER ENGINEER:

N/A

PROJECT TEAM

SHEET	DESCRIPTION	REV.
T-1	COVER SHEET	
C-1	GENERAL NOTES	
C-2	FOOT PLATE	
C-3	WALL & BOLT DETAIL	
C-4	WALL & BOLT DETAIL	
S-1	FOUNDATION DETAIL	
S-2	FOUNDATION DETAIL	
S-3	FOUNDATION DETAIL	
E-1	ELECTRICAL DETAIL	
E-2	ELECTRICAL DETAIL	
E-3	ELECTRICAL DETAIL	

SHEET INDEX

DATE: 5-21-04

MetroPCS Inc.

1401 NW 136th Avenue
Sunrise, FL 33323

PROJECT INFORMATION

STOCK ISLAND
KY-8, FL-998
5525 COLLEGE ROAD
KEY WEST, FL 33040
HARRIS COUNTY

PERMIT DATE: MAY 2004

PERMIT NO.

CONSTRUCTION DRAWINGS

CONSTRUCTION

SCALE

NOTES

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KEY WEST, FL 33040

KEY WEST, FL 33040

MetroPCS Inc.

1401 NW 136th Avenue
Sunrise, FL 33323

PROJECT INFORMATION

STOCK ISLAND
KY-8, FL-998
5525 COLLEGE ROAD
KEY WEST, FL 33040
HARRIS COUNTY

PERMIT DATE: MAY 2004

PERMIT NO.

CONSTRUCTION DRAWINGS

CONSTRUCTION

SCALE

NOTES

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KEY WEST, FL 33040

KEY WEST, FL 33040

MetroPCS Inc.

1401 NW 136th Avenue
Sunrise, FL 33323

PROJECT INFORMATION

STOCK ISLAND
KY-8, FL-998
5525 COLLEGE ROAD
KEY WEST, FL 33040
HARRIS COUNTY

PERMIT DATE: MAY 2004

MetrolPCSI

1401 W. 13th Ave.
Miami, FL 33135

PROJECT INFORMATION:

STOCK ISLAND
K1-8, FL-998
5255 COLLIER ROAD
KEY WEST, FL 33940
DUNEDIN COUNTY

CONTRACT ISSUE DATE:

MAY 2004

STANDARD FOR:

CONSTRUCTION DRAWINGS

PROJECT INFORMATION:

CONSTRUCTION DRAWINGS

PROJECT INFORMATION:

CONSTRUCTION DRAWINGS

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MetroPCS 1001 NW 13th Avenue Sunrise, FL 33323		PROJECT INFORMATION STOCK ISLAND KY-8, FL-998 8025 COLLIER ROAD MIAMI, FL 33140 DADE COUNTY		ISSUED FOR MAY 2004		CONSTRUCTION DRAWINGS		REVISIONS		SCALE		PLANS PREPARED BY K&H K&H ASSOCIATES, INC. 1001 NW 13th Avenue Sunrise, FL 33323 (954) 444-11295		PROPOSED MetroPCS 1001 NW 13th Avenue Sunrise, FL 33323		OWNER BY: CHC		LENDERS		DESIGNER		DATE	

[illegible]



TYPICAL BEAM-GIRDER CONNECTION DETAIL

[illegible]

[illegible]

[illegible]

EXHIBIT "B"

METRO PCS, INC. PROPOSAL

TO

MONROE COUNTY

metroPCS

1401 NW 136th Avenue
Suite 304
Sunrise, Florida 33323
Tel.: 954.839.2600
Fax: 954.838.7104

May 12, 2004

Mr. Norman Leggett
Monroe County Emergency Services
10600 Aviation Blvd.
Marathon, FL 33050

Dear Mr. Leggett:

MetroPCS, Inc. is in the process of locating tower sites throughout the Monroe County for our upcoming PCS system deployment. We have looked at the tower located at the Sheriffs Office on Stock Island and determined that it would be an excellent site for our equipment. I have attached a copy of the Monroe County typical site license with the following additions;

- The correct address, latitude, longitude and legal description
- Paragraph 2. Annual rental Amount \$25,000.00.
- Paragraph 3. Number of terms changed to 3
- Paragraph 4. Language added to allow MetroPCS to modify our installation without getting BOCC approval, providing that the equipment does not exceed the size of the contracted equipment.

Please forward this to the County attorney for comments we would like to be on June's agenda.

Respectfully Yours,

Mike Haggerty
Zoning Manager

MONROE COUNTY, FLORIDA

**Request For Waiver
of
Insurance Requirements**

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: _____

Contract for: _____

Address of Contractor: _____

Phone: _____

Scope of Work: _____

Reason for Waiver: _____

Policies Waiver _____
will apply to:

Signature of Contractor: _____

Approved _____ Not Approved _____

Risk Management: _____

Date: _____

County Administrator appeal:

Approved: _____ Not Approved: _____

Date: _____

Board of County Commissioners appeal:

Approved: _____ Not Approved: _____

Meeting Date: _____

NON-COLLUSION AFFIDAVIT

I, _____ of the
city of _____ according to law on my oath
and under penalty of perjury, depose and say that;

1) I am MetroPCS California/Florida, Inc., the
bidder making the Proposal for the project described as follows:

Tower Space License

2) The prices in this bid have been arrived at independently without
collusion, consultation, communication or agreement for the purpose of
restricting competition; as to any matter relating to such prices with any
other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been
quoted in this bid have not been knowingly disclosed by the bidder and will
not knowingly be disclosed by the bidder prior to bid opening, directly or
indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to
induce any other person, partnership or corporation to submit, or not to
submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct,
and made with full knowledge that Monroe County relies upon the truth of
the statements contained in this affidavit in awarding contracts for said
project.

Signature of Bidder _____

Date: 6/28/04

STATE OF: Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Frank Bell who, after first being sworn by me,
(name of individual signing) affixed his/her signature in the space provided
above on this 28th day of July.



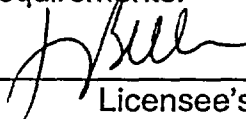
Mari Arencibia
My Commission DD238563
Expires August 05, 2007

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that: METROPCS CALIFORNIA/FLORIDA, INC.
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



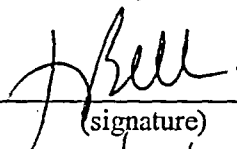
Licensee's Signature

Date: 6/28/04

**LOBBYING AND CONFLICT OF INTEREST CLAUSE
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

METROPS warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee; commission, percentage, gift, or consideration paid to the former County officer or employee.


(signature)
Date: 6/28/04

STATE OF Florida
COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Frank Bell who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 28 day of June, 2004.


NOTARY PUBLIC



Mari Arencibia
My Commission DD238663
Expires August 06, 2007

My commission expires: August 5, 2007

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."